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DOD # DACA87-02-H-0007
NASA # NCC13-02009

**GULF COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey–Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service**

**DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

TEXAS A&M UNIVERSITY (HOST)

**Auburn University
Louisiana State University
Mississippi State University
Southern University and A&M College
Texas A&M, Corpus Christi
Texas A&M, Galveston
Texas A&M, Kingsville
Troy State University**

**University of Central Florida
University of Florida
University of Georgia Research
Foundation, Inc.
University of Louisiana at Lafayette
University of Texas, Austin
Coastal Conservation Association
The Nature Conservancy of Texas**

ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, National Park Service, Natural Resources Conservation Service, Department of Defense – Office of the Deputy Under Secretary of Defense (Installations and Environment) and National Aeronautics and Space Administration (hereinafter called Federal Agencies), and Texas A&M University and its partner institutions is to establish and maintain the Gulf Coast Cooperative Ecosystem Studies Unit (CESU). The Gulf Coast CESU is associated with a national network of CESUs.
- B. The objectives of the Gulf Coast Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish Gulf Coast CESU to assist in providing research, technical assistance and education.

- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C. 1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance and education.
- F. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- G. The Department of Defense (hereinafter called DoD) manages nearly 25 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with 16 U.S.C. 670, as amended, the DoD is authorized to enter into a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- H. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the

Gulf Coast CESU to assist in providing research, technical assistance and education.

- I. Texas A&M University (hereinafter called Host University) is dedicated to the discovery, development, communication, and application of knowledge in a wide range of academic and professional fields. Its mission of providing the highest quality undergraduate and graduate programs is inseparable from its mission of developing new understandings through research and creativity. It prepares students to assume roles of leadership, responsibility, and service to society. It welcomes and seeks to serve persons of all racial, ethnic, and geographic groups, women and men alike, as it addresses the needs of an increasingly diverse population and a global economy. The Institute of Renewable Natural Resources (administrative lead) is an organizational component of the Agricultural Program of the Texas A&M University System. Its purpose is to coordinate, strengthen, and integrate inter- and multi-disciplinary approaches to renewable natural resource issues by providing a forum for quality research, teaching, and extension programs to explore the structure, function, and sustainable use of renewable natural resources in Texas, the nation, and the world.
- J. The partner institutions to the Host University include Auburn University, Louisiana State University, Mississippi State University, Southern University and A&M College, Texas A&M-Corpus Christi, Texas A&M-Galveston, Texas A&M-Kingsville, Troy State University, University of Central Florida, University of Florida, University of Georgia Research Foundation, Inc., University of Louisiana at Lafayette, University of Texas-Austin, Coastal Conservation Association, and The Nature Conservancy of Texas.

ARTICLE II - STATEMENT OF WORK

- A. Each Federal Agency agrees to:
 1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Gulf Coast CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
 6. Make available managers to serve on the Gulf Coast CESU Manager's Committee;

7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Gulf Coast CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Gulf Coast CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Gulf Coast CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Gulf Coast CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Gulf Coast CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Gulf Coast CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Gulf Coast CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Gulf

- Coast CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
 3. Encourage students and employees to participate in the activities of the Gulf Coast CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the Gulf Coast CESU closely following the CESU Introduction (June 2001), adapting key elements to local and regional needs, as appropriate;
 2. Develop and adopt a Gulf Coast CESU role and mission statement;
 3. Develop a multi-year strategic plan;
 4. Make modifications, as appropriate, to this agreement that individually include a specific “scope of work” statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific deliverables;
 5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
 6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE III – TERMS OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Gulf Coast CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.

- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

ARTICLE IV - KEY OFFICIALS

- A. The technical representatives for the Federal Agencies are as follows:

- 1. Bureau of Land Management

- Geoffrey Walsh
Bureau of Land Management
Eastern States Office
7450 Boston Boulevard
Springfield, VA 22153 Phone: 703-440-1668
Fax: 703-440-1551
Geoffrey_Walsh@es.blm.gov

- 2. U.S. Geological Survey-Biological Resources Division

- Virginia Burkett
U.S. Geological Survey-Biology Discipline
National Wetlands Research Center
700 Cajundome Boulevard
Lafayette, LA 70506
Phone: 337-266-8636
Fax: 337-266-8513
virginia_burkett@usgs.gov

- 3. National Park Service

- John Yancy
Associate Regional Director
Natural Resource Stewardship and Science
National Park Service
Southeast Region
1924 Building
100 Alabama Street, S.W,
Atlanta, GA 30303
Phone: 404-562-3279
Fax: 404-562-3263
John_Yancy@nps.gov

4. Natural Resources Conservation Service

Sheryl H. Kunickis, Ph.D.
Natural Resources Conservation Service
5601 Sunnyside Avenue
Room 4-2274
Beltsville, MD 20705-5140
Phone: 301-504-4787
Fax: 301-504-6231
shk@ars.usda.gov

5. Department of Defense

Peter Boice
Conservation Team Leader
Department of Defense
1225 Jefferson Davis Highway, Suite 1500
Arlington, VA 22202
Phone: 703-604-0524
Fax: 703-607-4237
Peter.Boice@osd.mil

6. National Aeronautics and Space Administration

Jenette Gordon
National Aeronautics and Space Administration
Stennis Space Center
RA00
AST-Environmental Management, Building 1100
Stennis Space Center, MS 39529
Phone: 228-688-1416
jenette.b.gordon@ssc.nasa.gov

B. The technical representative for the Host University is:

Dr. Robert Brown
Institute of Renewable Natural Resources
2258 TAMU
Texas A&M University
College Station, TX 77843-2258
Phone: 979-845-1261
Fax: 979-845-3786
rdbrown@tamu.edu

C. The technical representatives for the Partner Institutions are:

1. Auburn University

Dr. Upton Hatch
Environmental Institute
Auburn University
101 Corner Hall
Auburn, AL 36849-5431
Phone: 334-844-4132
Fax: 334-844-4462
hatchlu@auburn.edu

2. Louisiana State University

Dr. Craig Colten
Department of Geography & Anthropology
227 Howe-Russell Geoscience Complex
Louisiana State University
Baton Rouge, LA 70803-4105
Phone: 225-578-5942
Fax: 225-578-4420
ccolten@lsu.edu

3. Mississippi State University

Dr. Jeff Ballweber
Water Resources Institute
Mississippi State University
PO Box AD
Mississippi State, MS 39762
Phone: 662-325-3620
Fax: 662-325-3621
ballweber@wrri.msstate.edu

4. Southern University and A&M College

Dr. Vladimir Alexander Appeaning
Southern University and A&M College
Urban Recreation Research Center
PO Box 82804
Baton Rouge, LA 70884
Phone: 225-771-4399/4182
Fax: 225-771-4420
alexanderappeaning@yahoo.com

Dr. Kamran Abdollahi
Southern University and A&M College
Urban Forestry Program
PO Box 10771
Baton Rouge, LA 70813
Phone: 225-771-6291
Fax: 225-324-6293
kamrana664@cs.com

Dr. Damien Ejigiri
Southern University and A&M College
Nelson Mandela School of Public Policy
PO Box 9656
Baton Rouge, LA 70813
Phone: 225-771-3094
Fax: 225-771-3105
ejigiri@yahoo.com

5. Texas A&M University, Corpus Christi

Dr. J.W. Tunnell, Jr., Director
Center for Coastal Studies
Natural Resources Center, Suite 3200
Texas A&M University, Corpus Christi
6300 Ocean Drive
Corpus Christi, TX 78412
Phone: 361-825-2768
Fax: 361-825-2770
jtunnell@falcon.tamucc.edu

6. Texas A&M University, Galveston

Dr. Donald Harper
Department of Marine Biology
5007 Avenue U
Texas A&M University, Galveston
Galveston, TX 77551
Phone: 409-740-4540
Fax: 409-740-5002
harperd@tamug.tamu.edu

7. Texas A&M University, Kingsville

Dr. Ron Rosati, Dean
College of Agriculture and Human Sciences
Campus Box 218
Texas A&M University Kingsville
Kingsville, TX 78363-8202
Phone: 361-593-3711
Fax: 361-593-3713
ronald.rosati@tamuk.edu

8. Troy State University

Dr. Paul Stewart
Department of Biology
McCall Hall
Troy State University
Troy, AL 36082
Phone: 334-670-3932
Fax: 334-670-3662
mstewart@troyst.edu

9. University of Central Florida

Dr. Graham Worthy
Department of Biology
University of Central Florida
4000 Central Florida Blvd.
Orlando, FL 32816
Phone: 407-823-4701
Fax: 407-823-5769
gworthy@mail.ucf.edu

10. University of Florida

Dr. Randall Stocker
Center for Natural Resources
University of Florida
PO Box 110230
Gainesville, FL 32611-0239
Phone: 352-392-9613
Fax: 352-392-3462
aqplants@mail.ifas.ufl.edu

11. University of Georgia Research Foundation, Inc.

Dr. James Sweeney
Daniel B. Warnell School of Forest Resources
University of Georgia Research Foundation, Inc.
Athens, GA 30602-2152
Phone: 706-542-2866
Fax: 706-542-3342
jsweeney@smokey.forestry.uga.edu

12. University of Louisiana at Lafayette

Dr. Bob Gramling
University of Louisiana at Lafayette
PO Box 43530
Lafayette, LA 70504
Phone: 337-482-5375
Fax: 337-482-5374
gramling@louisiana.edu

13. University of Texas, Austin

Dr. Paul Montagna
University of Texas, Austin
Marine Science Center
Mail Code T2500
Port Aransas, TX 78373
Phone: 361-749-6779
Fax: 361-749-6777
paul@utmsi.utexas.edu

14. Coastal Conservation Association

Mr. Kevin Daniels, Executive Director
Coastal Conservation Association
4801 Woodway, Suite 220W
Houston, TX 77056
Phone: 713-626-4222
Fax: 703-961-3801
kdaniels@ccatexas.org

15. The Nature Conservancy of Texas

Mr. Jim Bergan, Director of Science and Stewardship
The Nature Conservancy
PO Box 1440
San Antonio, TX 78295-1440
Phone: 210-224-8774
Fax: 210-224-9805
jbergan@tnc.org

ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

Natural Resources Conservation Service

\$10,000 is awarded to the Host University to carry out this agreement.

Department of Defense (represented by U.S. Army Engineer and Support Center, Huntsville)

\$10,000 is awarded to the Host University to carry out this agreement.

National Aeronautics and Space Administration

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518.20-28 (Department of Defense) and 14 CFR Part 1260 (National Aeronautics and Space Administration).

- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI - PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE VII - REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518.60-62 (Department of Defense) and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Gulf Coast CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement for the Gulf Coast CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner

Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

- D. Annual work plans will be developed to guide the specific activities of the Gulf Coast CESU and will:
1. Describe the Gulf Coast CESU's ongoing and proposed research, technical assistance and education activities;
 2. Describe anticipated projects and products; and
 3. Identify faculty, staff and students involved in the Gulf Coast CESU during the year.
- The first annual work plan (for FY2003) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Gulf Coast CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518.31-37 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE IX - TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518: 60-62 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this agreement may terminate its participation with reasons by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

6. **LIABILITY PROVISION:**

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars

- (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
 - (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF-424)
2. Gulf Coast CESU Proposal
3. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII - ATTACHMENTS

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – Federal Cash Transactions Report, SF272
4. ATTACHMENT 4 – ACH Payment, SF3881
5. ATTACHMENT 5 – Example Modification Template

ARTICLE XIII - AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey – Biological Resources Division
- C. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

- D. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- E. Office of the Deputy Under Secretary of Defense (Installations and Environment)
U.S. Army Engineer and Support Center, Huntsville (representing ODUSD)

F. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

G. TEXAS A&M UNIVERSITY

- H. Auburn University
- I. Louisiana State University
- J. Mississippi State University
- K. Southern University and A&M College
- L. Texas A&M University, Corpus Christi
- M. Texas A&M University, Galveston
- N. Texas A&M University, Kingsville
- O. Troy State University
- P. University of Central Florida
- Q. University of Florida
- R. University of Georgia Research Foundation, Inc.
- S. University of Louisiana at Lafayette
- T. University of Texas, Austin
- U. Coastal Conservation Association
- V. The Nature Conservancy of Texas

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Mike Nedd
State Director, Eastern States

Date

Modestenia Bush
Assistance Officer

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey–Biological Resources Division

Patricia L. Masterson
NAPB

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Jerry Belson
Regional Director
Southeast Region

Date

John Yancy
Associate Regional Director
Natural Resource Stewardship and Science
Southeast Region

Date

Kathleen Batke
Contracting Officer
Southeast Region

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. Natural Resources Conservation Service

Bruce I. Knight
Chief

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

E. Department of Defense – Office of the Deputy Under Secretary of Defense
(Installations and Environment)

Emily D. Durham (representing ODUSD (I&E))
Contracting Officer
U.S. Army Engineer and Support Center, Huntsville

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

F. National Aeronautics and Space Administration

Heidi Shaw
Grant Officer

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. Texas Agricultural Experiment Station, Texas A&M University System

Dr. Charles J. Scifres
Associate Vice Chancellor and Associate Dean
Agriculture and Life Sciences

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

H. Auburn University

Dr. C. Michael Moriarty
Associate Provost and Vice President for Research

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

I. Louisiana State University

Dr. James Bates
Director, Office of Sponsored Programs

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

J. Mississippi State University

Dr. James Peterson, Director
Sponsored Programs Administration

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

K. Southern University and A&M College

Dr. Ralph Slaughter
SU System VP

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

L. Texas A&M University, Corpus Christi

_____	_____
Dr. Harry Knull	Date
Dean of Graduate Education and	
Associate Vice President for Research and Scholarly Activity	

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

M. Texas A&M University, Galveston

Dr. James McCloy
Associate Vice President
for Research & Academic Affairs

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

N. Texas A&M University, Kingsville

Ms. Sandra Rexroat
Director and Authorized Institutional Representative
Office of Research and Sponsored Programs

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

O. Troy State University

Dr. Jack Hawkins, Jr.
Chancellor

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

P. University of Central Florida

Andrea Atkins
Contract Manager, Office of Research

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

Q. University of Florida

Brian Prindle
Assistant Director of Research

Date

Julie B. Cole
IFAS Sponsored Programs

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

R. University of Georgia Research Foundation, Inc.

Dr. Gordhan Patel
Executive Vice President

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

S. University of Louisiana at Lafayette

Dr. Ray Authement
President

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

T. University of Texas, Austin

Dr. Wayne Kuentler, Director
Office of Sponsored Projects

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

U. Coastal Conservation Association

David Cummins
President

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

V. The Nature Conservancy of Texas

James M. Sulentic
Director

Date

**GULF COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

AMENDMENT ONE TO COOPERATIVE & JOINT VENTURE AGREEMENT

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey-Biological Resources Division
National Park Service**

**DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service**

**DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

TEXAS A&M UNIVERSITY (HOST)

**Auburn University
Louisiana State University
Mississippi State University
Southern University and A&M
College
Texas A&M, Corpus Christi
Texas A&M, Galveston
Texas A&M, Kingsville
Troy State University**

**University of Central Florida
University of Florida
University of Georgia Research
Foundation, Inc.
University of Louisiana at Lafayette
University of Texas, Austin
Coastal Conservation Association
The Nature Conservancy of Texas**

**Adding the
DEPARTMENT OF AGRICULTURE
U.S. Forest Service**

With the exception of the changes below, all terms and conditions of the Gulf Coast CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

A.1. The U.S. Forest Service is included in the Gulf Coast CESU as a Federal Agency partner under Agreement SRS 03-JV-11330107-142

K. The U.S. Department of Agriculture Forest Service (hereinafter called USDA-FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 USC 3318 (b) the USDA-FS is authorized to enter into a joint venture agreement with the Gulf Coast CESU to assist in providing research, technical assistance, and education.

ARTICLE III. TERMS OF THE AGREEMENT

A.1. The effective date of the Gulf Coast CESU Cooperative and Joint Venture Agreement is 2 August 2002.

A.2. The effective date of this amendment to the Gulf Coast CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature.

A.3. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

C.1. For amendments whose sole purpose is to add one or more Partner Institutions and/or Federal Agencies to the Gulf Coast CESU agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from the receipt of the amendment, its signature will not be required to make the amendment effective. Each Partner Institution and/or Federal Agency being added to the agreement and the Host University shall sign the amendment.

ARTICLE IV. KEY OFFICIALS

A.7. The technical representative for the USDA-FS is as follows:

John Kelly
U.S. Forest Service
Southern Research Station
200 Weaver Boulevard
Asheville, NC 28804
Phone: 828-257-4306
Fax: 828-257-4313
jkelly@fs.fed.us

ARTICLE V. AWARD

B.1. Upon signature of all parties to this amendment, USDA-FS will commit \$10,000 in funds to the Host University in furtherance of the agreement, to be authorized by a modification issued against the agreement.

D.1. An additional exception is that the USDA-FS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA-FS cost-sharing requirements of 20% of total project costs.

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey-Biological Resources Division
- C. National Park Service

DEPARTMENT OF AGRICULTURE

- D. Natural Resources Conservation Service
- E. U.S. Forest Service**

DEPARTMENT OF DEFENSE

- F. Office of the Deputy Under Secretary of Defense
(Installations and Environment)
- G. National Aeronautics and Space Administration

H. TEXAS A&M UNIVERSITY (HOST)

- I. Auburn University
- J. Louisiana State University
- K. Mississippi State University
- L. Southern University and A&M College
- M. Texas A&M, Corpus Christi
- N. Texas A&M, Galveston
- O. Texas A&M, Kingsville
- P. Troy State University
- Q. University of Central Florida
- R. University of Florida
- S. University of Georgia Research Foundation, Inc.
- T. University of Louisiana at Lafayette
- U. University of Texas, Austin
- V. Coastal Conservation Association
- W. The Nature Conservancy of Texas

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Print Name]:

[Print Title]:

Date

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey-Biological Resources Division

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. Natural Resources Conservation Service

[Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. U.S. Forest Service

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. Department of Defense - Office of the Deputy Under Secretary of Defense
(Installations and Environment)

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

G. National Aeronautics and Space Administration

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Texas Agricultural Experiment Station, Texas A&M University System

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. Auburn University

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. Louisiana State University

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Mississippi State University

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Southern University and A&M College

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Texas A&M, Corpus Christi

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Texas A&M, Galveston

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. Texas A&M, Kingsville

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. Troy State University

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. University of Central Florida

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. University of Florida

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. University of Georgia Research Foundation, Inc.

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. University of Louisiana at Lafayette

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. University of Texas, Austin

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. Coastal Conservation Association

Print Name]:

[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. The Nature Conservancy of Texas

Print Name]:

[Print Title]:

Date